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ABSTRACT

The collective bargaining agreement between Western Oregon State College and Western Oregon State College Federation of Teachers, an affiliate of the National Education Association, covering the period July 1, 1985-June 30, 1987, is presented. Items covered in the agreement include: unit recognition, union rights and responsibilities, consultation, rights of members, appointments, assignment of duties, evaluation, promotion, tenure, personnel files, responsibilities of members, retention of nontenured faculty, reserved rights of the college, grievances, arbitration, layoff, individual salary base, merit adjustment, market adjustment, retirement salary, salary with promotion, health and dental insurance, and outside employment. Appendices include a grievance form and an authorization form for dues deduction from salary. (SW)

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# COLLECTIVE BARGAINING AGREEMENT

between

WESTERN OREGON STATE COLLEGE

Federation of Teachers

and

WESTERN OREGON STATE COLLEGE

July 1, 1985 through June 30, 1987

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This Collective Bargaining Agreement, entered into as of the 18th day of October, 1985, is between the State of Oregon, acting by and through the State Board of Higher Education on behalf of Western Oregon State College, and the Western Oregon State College Federation of Teachers.

## Article 1. RECOGNITION

Pursuant to the certification of the Employment Relations Board dated October 5, 1977, the College recognizes the Union as the exclusive representative of all faculty employes described in the certification solely for the purpose of collective bargaining with respect to salaries and other terms and conditions of employment.

Nothing in this Agreement shall be construed to prohibit the College or its representatives from meeting with any individual or organization to hear views on any matters; provided, however, that as to any matter which is a mandatory subject of collective bargaining or covered by a term of this Agreement, any changes or modification shall be made only through negotiation and agreement with the Union.

## Article 2. DEFINITIONS

As used in this Agreement, except where the context plainly requires a different meaning or where a different means is stated:

1. "Agreement" means all the definitions, terms, and provision set forth in this contract consisting of 26 articles, excluding titles of articles, headings, and preamble, which are inserted solely for convenience of reference and shall not be deemed to limit or affect the meaning of any provision of this contract. The Memorandum of Understanding is a non-contractual understanding between the College and the Union.

2. "Board" means the Oregon State Board of Higher Education.

3. "Board Rules" means the Administrative Rules of the State Board of Higher Education (also abbreviated "AR").

4. "College" means Western Oregon State College.

5. "Days" means calendar days.

6. "Department/Division" is used to refer to academic and administrative units within the College. When utilized in an administrative sense, "department" refers to units such as the Library, the Office of the Registrar, the Educational Media Center, and Student Services. The Library functions as an administrative division providing direct support for all aspects of the academic program. When utilized in an academic sense, the terms "department" and "division" will be utilized interchangeably. In the School of Education, "department" is used to identify the major academic unit such as Elementary Education, Secondary Education, Special Education, and Health and Physical

Education. In the School of Liberal Arts and Sciences, "Division" is used to identify the major academic units such as Creative Arts, Natural Science and Mathematics, Humanities, Social Science, Business and Economics, and Computer Science. The School of Liberal Arts and Sciences, utilizes "department" to denote basic academic units below the "Division" which generally reflect academic disciplines such as Anthropology, History, English, Speech and the like.

7. As used in this agreement, the masculine purports the feminine, and the feminine the masculine.

8. "Department Chair" means the chair or director of a Department as defined in item 6 above.

9. "ERB" means the Employment Relations Board of the State of Oregon.

10. "Member" means an employe who is a member of the bargaining unit as defined in Article 1 (Recognition).

11. "President" means the president of Western Oregon State College.

12. "Union" means the Western Oregon State College Federation of Teachers, AFT Local 2278, AFL-CIO.

13. "Unit" or "Bargaining Unit" means the bargaining unit as defined in Article 1 (Recognition).

14. The singular purports the plural and the plural the singular as the context may require.

15. "Program" means the officially recognized sequence/collection of courses required to complete an approved degree or set of certification/licensure requirements offered by WOSC.

## Article 3. UNION RIGHTS AND RESPONSIBILITIES

Section 1. Strikes. The Union, on its own behalf and on behalf of its officers, agents, members and members of the bargaining unit, agrees during the term of this Agreement not to participate or engage in, cause, or assist any strike or picketing concerning a labor dispute under this Agreement or ORS 243.650 et.seq. For the purposes of this Article, a strike includes any stoppage or interruption of work, slow down of any kind, or other interference with the operations of the College, whether done in concert or singly. Any member of the bargaining unit who violates any provision of this section shall be subject to disciplinary action including loss of pay, suspension, and discharge. In the event of a violation of this Article, the Union upon request of the College shall immediately use its best efforts to effect the return to normal work routine of the members involved. Nothing contained in this Article shall be construed to be a limitation of any right of the College to any other remedies, legal or equitable, to which the College may be otherwise entitled.

For the duration of the Agreement, the College agrees not to lock out members of the bargaining unit.

Section 2. Released Time. Up to six members of the Union negotiating team may be released from unscheduled (as distinguished from scheduled) duties one month prior to negotiations and during the period of active contract negotiations. The Union bargaining team will be released from all committee assignments during the academic year 1986-87 and the Chair will be released from teaching one course during spring term, 1987.

Requests for released time to process grievance matters shall not be unreasonably denied.

Section 3. Facilities and Services. The Union is permitted reasonable use of the College mail distribution services for notifying members of Union meetings and for communicating with members on official business matters of the Union.

The Union is permitted reasonable access to existing telephone service (excluding use of off-campus lines), and to other facilities and services of the College such as duplicating, audio-visual and meeting rooms provided such use does not interfere with the regular operations of the College. The Union will pay the College the customary charges for the use of facilities and services, if any. Differences in facility value and service and rental rates will be made known.

The College will provide an office for the Union, furnished with desks, chairs, and a bookcase and services commensurate with those of faculty generally. The Union will pay the College monthly in advance at the standard rate for such space as calculated on July 1 of each year.

Section 4. Dues Deduction. Upon written request on a form to be provided by the Union (Appendix A), members of the Union may have regular monthly dues deducted from their paycheck. Authorization to deduct dues shall remain valid until written notice is given to the College by the member to cancel the authorization.

The College will, in the month following the deduction, send payment to the designated Union treasurer the total amount so deducted accompanied by a listing identifying the members for whom the deductions are being paid.

Section 5. Access to Information. The College will routinely furnish the Union in a timely manner a copy of the College's annual operating budget, its biennial budget requests and other data pertinent to the Union's duty to represent its members. A copy of information furnished the Union under this section will also be placed in the Library for reference by faculty.

Section 6. Bulletin Boards. The College shall designate reasonable space on existing bulletin boards in each department for the use of the Union for posting notices and information related to Union activities. College personnel shall not be responsible for and shall refrain from posting or removing such notices from designated space.

Section 7. Indemnification. The Union shall indemnify and hold the College harmless from all actions taken by the College in compliance with Sections 4 and 5 of this Article.

Article 4. CONSULTATION

Section 1. Officers of the Union and the President of the College or a designee agree to meet at the request of either party to discuss matters pertinent to the implementation or administration of this Agreement. The parties shall meet within ten (10) days of receipt of a written request for a meeting. The request shall contain an agenda of items to be discussed.

Section 2. If mutually agreeable, the parties may meet to discuss employment relation matters.

Section 3. The parties understand and agree that meetings held as provided in Sections 1 and 2 of this Article shall not constitute or be used for the purpose of contractual negotiations. Neither shall such meetings be used in lieu of the grievance procedure provided for in Article 15 (Grievances).

Article 5. RIGHTS OF MEMBERS

Section 1. Nondiscrimination and Affirmative Action. The College and the Union will not discriminate against any member with respect to wages, hours, or any terms or conditions of employment, or in the application of the provisions of this Agreement for any reason prohibited by state or federal law or regulation. The Union agrees to support the College in the fulfillment of its affirmative action obligations.

Section 2. Office Facilities. The College will endeavor to provide each member with an adequately furnished private office and will endeavor to provide a conference room in each major building.

Section 3. Safe Conditions. The College will investigate promptly those conditions reported by members as possible violations of safety or health rules and regulations, and conditions believe to be an unreasonable hazard to persons or property. A member will not be required to work under a hazardous condition which will endanger the member.

Section 4. Professional Meetings. The College recognizes the benefits that accrue to the faculty member and to the College from active participation and involvement in the professional associations and societies of the various disciplines. In addition to sums available in departmental budgets, the College will provide the sum of $6,000 annually for the duration of this Agreement to support member attendance at professional meetings and conferences. The allocation of travel funds shall be made by the Provost or designees. The College agrees to continue its past practice of awarding travel funds on a reasonably equal division among the major administrative units and will continue its allocation to members of the library faculty and those who are not attached to a department or division. Priority shall be given to faculty requests in the following order:

1. To those who are making formal presentations, or chairing sessions, or are elected officers serving the conference in an official capacity, or are serving on working committees meeting during the professional meeting or conference;

2. To those who, through their attendance, provide direct assistance to the department's efforts to improve, upgrade, or enhance one or more of its programs;

3. To those who, through their attendance, can develop new skills or insights of value to the department or the College; and

4. To those who can demonstrate the value of their experience to their teaching, scholarly endeavor, or work with students.

The Provost will provide the Union with a report of annual expenditures of funds distributed under this section.

Section 5. Use of College Facilities. Members may use the office assigned to them in connection with such professionally-related activities as preparation of professional manuscripts and materials, scholarly endeavors, approved consultancies, and service to professional associations, schools, or other groups or agencies for whom such service is appropriate. Upon request, faculty may use laboratories and studios for non-sponsored research and other scholarly activity. Upon request, faculty may use meeting rooms and other physical facilities for professionally-related groups subject to availability and prevailing policies of the College governing use of facilities.

The facilities of the media center, duplication services, computer center and the use of College equipment are available to the faculty in connection with the professional writing, research, or approved service subject to availability and to reimbursement at prevailing rates charged by the College.

Section 6. Individual Appointments. The College will not offer an individual member an appointment the terms of which violate this Agreement.

Article 6. APPOINTMENTS

Section 1. Availability of positions in the bargaining unit will be announced in appropriate College publications such as Westwords. During periods when Westwords is not published, position announcements will be provided to the Union President or designee.

Section 2. No later than the time an offer is made, a prospective faculty member will be sent a sample Notice of Appointment, a copy of this Agreement, and information concerning whether the appointment is to be fixed term or tenure track, and concerning salary, rank, frequency of pay, etc. The prospective member will also be sent a copy of institutional statements or Board rules governing promotion and tenure criteria, if applicable, including specific reference to the negotiability of prior experience toward eligibility for tenure.

Article 7. ASSIGNMENT OF DUTIES

Section 1. As provided in Article 12 (Responsibilities of Members), faculty members shall be available for assignment of professional duties for the entire period of their appointment. Professional duties are recognized to include

teaching; scholarly or creative endeavor; service to the department, institution to the profession; and academic advising of students.

Section 2. Professional duties shall be assigned by the Department Chair or appropriate administrative officers in accordance with the needs of the department and the strengths of the faculty member. The College will endeavor to ensure that assignments are made only after consultation with the faculty member.

Section 3. Because of the varied nature of the work and interests of the faculty members, no attempt is made to assign a number of working hours to the duties of scholarly or creative endeavor and service.

Section 4. Full teaching assignments shall include 12 course credit hours of scheduled teaching (or the equivalencies in effect during the 1982-83 academic year for coaching, laboratory or similar assignments) per academic quarter. AGORA assignments shall be included in the definition of full teaching assignments, as follows: members teaching approved AGORA class(es) shall be credited with one (1) course credit hour for every accumulated twenty-five (25) student credit hours to a maximum of three (3) course credit hours per academic year; provided, however, that subsequent equivalent release from full teaching assignments shall be during an academic quarter agreed to by the member and the member's department within five (5) academic quarters of the accumulation of sufficient AGORA course credit hour(s).

Section 5. Notwithstanding the provisions of Section 4 of this Article, the College reserves the right to employ part-time faculty on the basis that 1.00 FTE equals fifteen (15) course credit hours (or equivalents) by limiting the duties of such employes to classroom teaching.

Section 6. Assignments of scheduled teaching include those courses offered on campus and/or courses offered within a thirty (30) mile radius of the campus. Faculty assigned to off-campus courses will be provided with a motor pool vehicle if available or will be reimbursed for the use of a personal automobile at the prevailing state rate.

Section 7. Wherever possible the College will endeavor to arrange teaching schedules that avoid excessive numbers of preparations and recognize evening and/or off-campus assignments.

Section 8. To accommodate special interests and needs of the students, independent study assignments will continue to be made in accordance with practices in effect since the 1982-83 academic year.

Section 9. Assignments to the summer session shall be based upon the needs of the summer session schedule as determined by the Director of the Summer Session in consultation with the departments involved.

Section 10. Assignment of professional duties of librarians, counselors, and other professional support staff shall be in keeping with the needs of the organizational unit. Such assignments may include assignment to committees with time allotted within the normal work week for participation in such activities.

Section 11. Full-time teaching faculty shall establish and maintain a minimum

of five (5) scheduled office hours per week. Those members with less than full-time appointments shall establish minimum office hours in ratio to their part-time appointment.

Article 8. EVALUATION

Section 1. The evaluation of the professional activities of the faculty is essential to the maintenance of academic and professional standards of excellence. The purpose of professional evaluations shall be to encourage the improvement of individual professional performance and, subject to the provisions of Articles 13 (Retention), 9 (Promotion), 10 (Tenure), 18 (Salary), and 14 (Reserved Rights of the College), to provide a guide for decisions on salary adjustments, reappointment, tenure, and promotion.

Section 2. Annual performance evaluations shall be conducted for all members of the faculty. The Department Chair shall be responsible for conducting the annual evaluations. In consultation with the appropriate dean and the departmental personnel committee, the chair shall develop the scope of the review and procedures for the annual evaluations. Although annual evaluations will focus on performance and accomplishments of the twelve (12) month period prior to the evaluation, reviews related to reappointment, promotion, and tenure shall include consideration of all prior annual evaluations. The evaluation of a faculty member shall be based upon the total scope of academic performance. A high rating in all components is not a prerequisite to an acceptable evaluation, although the evaluation will include each of the following components:

1. Teaching or performance of primary job assignment;

2. Research accomplishments and other scholarly achievements or, where relevant, other creative and artistic achievements;

3. Professionally-related public service through which the institution and its members render service to the public (i.e., individuals, agencies, or units of business, industry, or government);

4. If an evaluation includes comments regarding sub-quality teaching, the evaluation will include a written statement of assistance.

5. Institutional service, including but not limited to contributions made toward departmental, division or institutional governance, services to students through student welfare activities such as advising with student organizations or groups and similar activities; and

6. Academic advising, if assigned.

Evidence to be considered in evaluating performance shall include:

1. A summary of professional activities and accomplishments prepared by the faculty member;

2. Evaluations of teaching or primary job assignment;

3. Examples of scholarly or creative endeavor; and

4. Summaries of service (including academic advising) contribution prepared by the Chair or as specified by departmental procedures.

For those whose primary assignment includes teaching, teaching performance will be evaluated on the basis of:

1. Student ratings of classroom performance;

2. Review of course syllabi, tests, and other materials prepared for use in the classes; and

3. A written report of the observation of classroom performance by the Chair or as otherwise specified by departmental procedures. Classroom observation of full professors shall occur only every fifth year unless the Department Chair believes an additional observation is necessary to make an adequate evaluation. The Faculty member shall file a commentary on the observation report.

Section 3. The Department Chair shall schedule a conference with each faculty member to discuss the results of the evaluation. The Chair shall prepare a summary of the evaluation conference which shall be presented to the faculty member within ten (10) days of the conference and placed in the personnel files in the offices of the department, the Provost, and the President. The faculty member shall sign the report to acknowledge receipt thereof.

Evaluation of faculty with split appointments will be the responsibility of the Chair of the member's primary department with the obligation to confer with the other department.

Article 9. PROMOTION

Section 1. Promotion is the process through which the College recognizes the professional development of faculty members. The process provides public recognition of the faculty member's contributions and influence in the areas of instruction; scholarship or creativity; and professional service to the institution, public, and the profession. Faculty members will be considered for promotion to the ranks of Assistant Professor, Associate Professor, and Professor.

Section 2. Faculty members shall normally be considered for promotion to Assistant Professor not earlier than their third year of employment as Instructor; to Associate Professor not earlier than their third year as Assistant Professor; and for promotion to Professor not earlier than their third year of employment as an Associate Professor.

Section 3. During the month of October it is the responsibility of the Chair to identify all faculty members of the Department eligible for promotion and to solicit from them a statement of preference to be considered for promotion.

Section 4. All eligible faculty who have indicated a desire to be candidates for promotion will be considered at the Department level.

Section 5. Candidates for promotion will be responsible for preparing the

promotion file following approved College and Department procedures in effect at the time of consideration. Those files should be presented to the Department Chair by November 15.

Section 6. Department reviews shall be conducted by the Personnel Committee provided for in the Department by-laws. The Committee will forward its recommendations to the Chair by December 15.

Section 7. Faculty with assignments in more than one Department are responsible for initiating files for review in all areas of assignment. All records relevant to departmental consideration for promotion, including recommendations, will be sent to the faculty member's primary Department Personnel Committee, which will act in accordance with the provisions of Section 6 of this Article. The recommendation of the faculty member's primary department shall prevail.

Section 8. The Chair will notify the candidate in writing of the Departmental recommendation by January 10.

Section 9. Promotion files of candidates recommended for promotion by the Department will be forwarded by the Chair to the appropriate Dean by January 20. Unit Directors responsible to the Provost will likewise forward files to the Provost by January 20.

Section 10. The Dean will review the files, and forward them with a letter of recommendation to the Provost's office by February 1. The Provost will review files from unit Directors responsible to that office.

Section 11. The Senate Personnel Review Committee will review each case and make its recommendation to the President.

Section 12. The President will notify each candidate in writing of his decision by May 1.

Article 10. TENURE

Section 1. Faculty shall be considered for an award of indefinite tenure during their fifth consecutive year of service in accordance with eligibility and procedural standards set forth in the Board's Administrative Rules 580-21-100 through 580-21-130 (see Appendix F). Departments may consider and make recommendations prior to the fifth year of service in special circumstances.

Section 2. Tenure decisions made during 1985-86 shall be based upon the same criteria used in 1982-83. If the President decides to alter the criteria for 1986-87, he shall propose those changes to the Faculty Senate by April 1, 1986. The President will consider the Senate comments and recommendations before formulation and announcement of the new criteria.

Section 3. Information regarding institutional procedures and timetables for the consideration of tenure recommendations shall be distributed to the faculty in October of each year. Departmental consideration of eligible faculty shall be in accordance with written procedures developed by the Department and approved by the Provost.

Section 4. By May 1, the President will report the decision on the award of indefinite tenure to the faculty member.

Section 5. Deferral of a decision on whether to award indefinite tenure shall not automatically result in non-renewal of a member's appointment.

Section 6. A member with indefinite tenure may transfer to another department with indefinite tenure in the new department with the concurrence of the new department, the Provost, and the President.

Article 11. PERSONNEL FILES

Section 1. The college shall maintain personnel files for the faculty in accordance with, and as a defined by, the provisions of Administrative Rules 580-22-060 through 580-22-125 (see Appendix F), as directed by Oregon statute.

Section 2. The official member personnel records will be maintained on the Western Oregon State College campus in the Office of the President, the Office of the Dean of the School, and in the Office of the Department Chairman or Unit Director to which the faculty member is assigned. File custody, maintenance, and security shall be the responsibility of the President, Dean, and the Chair or Unit Director, respectively.

Section 3. Access to the personnel records shall be controlled by the persons designated as responsible for file custody and security. As provided in AR 580-22-100, faculty members shall be granted full access to their own personnel records.

Section 4. It is the responsibility of any person in charge of personnel files to notify the faculty member of the insertion of any derogatory material into the file. The opportunity of a faculty member to rebut, refute, or explain any observation or material contained in the faculty member's file is provided for in AR 580-22-105 (see Appendix F).

Section 5. Entry of mandatory evaluation results into personnel records will be made following provisions of AR 580-22-105 and AR 580-22-100 (see Appendix F).

Section 6. As provided for in AR 580-22-070, (see Appendix F), personnel files will contain only records that are relevant to the educational and related programs of the College, its departments or units.

Section 7. The College will not solicit nor accept information from individuals or groups who wish their identity kept anonymous. Such information will be destroyed. The only exceptions are student survey evaluations of classroom or laboratory performances of the faculty member.

Article 12. RESPONSIBILITIES OF THE MEMBERS

Section 1. The obligations of the faculty members on an academic year contract shall begin in September and end in June nine months thereafter. Every day within the inclusive dates of the academic year contract is a regular day of employment except for those for which there is a legislative or employer

authorization to be absent from College employment (viz, statutory holidays observed by the College, leave without pay, annual leave, sabbatical leave, sick leave, and the weekends when not assigned or required for performance of the regular employment obligation). Duties may include teaching and independent study; academic advising of students; provision for regularly scheduled office hours; scholarly activities; professionally-related public service; assisting in the admission, orientation and registration of students; being available as needed during preregistration, registration and term breaks during the academic year; service on committees; student support service activities including attendance at commencement; course and curriculum planning; and other normal duties of College faculty members.

Section 2. Inasmuch as finals week is a week of instruction, it will be the responsibility of members to administer final examinations in those courses for which such examinations are appropriate only during the times scheduled by the College for such purposes. Permission to administer the final examination at another time may be granted by the Dean of the School, after request by the member made through the Department Chair, and upon demonstration of educationally justifiable reasons therefor.

Section 3. A member may be subject to corrective discipline for failure to carry out the responsibilities and/or meet the obligations of a professional member of the Western Oregon State College academic community.

Section 4. Recognizing the importance of counseling in effective corrective discipline, the parties agree that counseling will take place before sanctions are imposed. Further, the parties agree that sanctions, when imposed, will progress from minor to severe for repeated failure to meet professional obligations. However, in some circumstances, actions or omissions, which have resulted or will result in irreparable harm to the academic community or members thereof, may require imposition of severe sanctions in the first instance.

Section 5. Sanctions shall be limited to oral reprimand, oral reprimand with notation to the personnel file, written reprimand, suspension with pay, suspension without pay, denial of salary increase, temporary reduction of salary and discharge.

Section 6. Although the effect of absence of teaching and/or research faculty is difficult to measure, unauthorized or unjustified absence from class, research, counseling activities or other scheduled duties in excess of five (5) consecutive scheduled or regular work days is sufficient basis for withholding salary for the work days absent pending investigation and/or acceptable explanation of the circumstances of the absence.

Section 7. If the College believes that there is just cause for the imposition of sanctions, the following procedures shall be followed.

1. In situations involving sanctions of oral reprimand with notation to the personnel file and written reprimand, the document shall have a limited life of twelve (12) months after which it shall be removed from the file.

2. In situations involving sanctions more severe than a reprimand, a notice of intent to impose severe sanction shall be served personally

upon the member or by registered or certified mail (return receipt requested) to the member's address of record. The notice shall contain a description of the alleged act(s) or omission(s), date(s), time(s), place(s) and proposed sanction. In addition, the notice must inform the individual of the right to file a grievance at Step Two within fourteen (14) calendar days of the date the notice is received. the Union shall receive timely notice of intent to impose severe sanction on a member. Except in instances when irreparable harm may result from delay, severe sanctions will not be imposed until a member (a) fails to file a grievance within the time allowed above or (b) fails to file a timely appeal from a decision on the grievance.

3. If no other severe sanctions are administered within thirty (30) calendar months after severe sanctions are imposed, all references to the sanctions shall be removed from the personnel file folder at the end of that period.

4. The College shall conduct disciplinary sessions in an area away from other employes, students or the public.

Section 8. The College agrees to release the Union grievance officer from administrative and committee responsibilities.

Article 13. RETENTION OF NONTENURED FACULTY

Section 1. Departments have the duty and shall be given the opportunity to evaluate nontenured faculty on the basis of departmental and institutional criteria, and to make a timely recommendation concerning reappointment based upon the evaluation. The President's decision regarding reappointment will be communicated in a manner which will meet the requirements of timely notice of non-renewal of appointments, as specified in Administrative Rule 580-21-305 (see Appendix F).

Section 2. No appointment other than one which carries indefinite tenure shall create any right, interest, or expectancy in any further appointment beyond its specific term, except as provided in Article 17 (Layoff) and as needed to meet the requirements of timely notice, if any.

Section 3. Non-renewal of an annual-tenured appointment is grievable only on the grounds that a specific, express term of this Agreement has been violated.

Section 4. Fixed-term appointments shall specify beginning and ending dates of employment, and continuing appointments are not to be anticipated.

Article 14. RESERVED RIGHTS OF THE COLLEGE

The college retains and reserves to itself all rights, powers, authority and responsibilities vested in it, whether exercised or not, including but not limited to the right to plan, govern, and control the College and in all respects carry out its ordinary and customary functions of management. All such rights, powers, authority, and responsibilities are retained by the College subject only to those limitations expressly imposed by the Agreement. Without

limiting the foregoing, the College expressly reserves the right to make final decisions with respect to members to be appointed, reappointed, promoted, and awarded indefinite tenure and those to be appointed as Department Chair and other administrators.

Only alleged violations of limitations on reserved rights contained in this Agreement shall be subject to Article 15 (Grievances).

Article 15. GRIEVANCES

Section 1. Purpose. The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of grievances. The parties encourage the informal resolution of grievances whenever possible and to that end encourage open communications between members and administrators so that resort to the formal grievance procedure will not normally be necessary. The procedures hereinafter set forth shall be the sole method for resolving grievances as that term is herein defined.

Section 2. Resort to Other Procedures. If prior to seeking resolution of a dispute by filing a grievance hereunder, or while the grievance proceeding is in progress, a member seeks resolution of the matter in any external forum, whether administrative or judicial, the college shall have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure or pursuant to Article 16 (Arbitration).

Section 3. Definitions.

1. The term "grievance" means an allegation that there has been a violation, misinterpretation, or improper application of the express terms of this written Agreement. The term "grievance" shall not include complaints related to matters of academic judgment. For the purpose of this Agreement, "academic judgment" shall mean the judgment of faculty and administrators concerning appointment, reappointment, promotion, tenure status and merit salary increases of members, and matters of curricula and educational policy.

   The term "complaint" means an allegation that a member has been treated in a manner which is unfair, unjust, inequitable, arbitrary, or capricious.

2. "Grievant" means one or more members of the bargaining unit, the Union or the College in the appropriate cases, damaged or injured by the act or omission being grieved.

3. "Day" means a day when classes or examinations are scheduled in accordance with the official academic calendar of the College excluding Saturdays and Sundays.

Section 4. General Provisions.

1. Complaints as defined in Section 3 of this Article may be processed only through Step Two of the procedures provided in Section 5 of this Article, and are not to be processed at Step Three. For the sake of

simplicity, no distinction is hereinafter made between the terms "grievance" and "complaint" and between the terms "grievant" and "complainant" except in Sections 3 and 4 of this Article.

2. A grievant has the right of self-representation at any step in the grievance procedure and at any formal step may choose to be accompanied or represented by counsel or any other person.

3. The Union has the right to be present at, and to participate in, any formal step in the grievance procedure, but shall not interfere with the right of self-representation. If the Union does not represent the grievant, the resolution of the grievance shall not be inconsistent with the terms of this Agreement.

4. The parties may agree to modify the time limits in any step of the grievance procedure. At formal steps, agreement to modify time limits shall be in writing.

5. Failure at any step of this procedure to request review of a decision within the specified time limits including any extension thereof, shall be considered acceptance by the grievant of the decision rendered at the previous step. Failure to communicate the decision on the grievance at any step within the time limits, including any extensions thereof, shall allow the grievant to proceed to the next step.

6. No member may take a grievance to Step Three except with the approval and participation of the Union.

7. All grievances, requests for review, and arbitration notices must be submitted in writing on forms as attached to this Agreement as Appendices B, C, and D, respectively, and shall be signed by the grievant. The College may refuse consideration of a grievance not filed in accordance with this Article.

8. A grievance may not be filed under this Article for an act or omission which occurred prior to the effective date of this Agreement.

9. A grievance may be withdrawn by a grievant at any time, or by the Union at any time after notice of intent to arbitrate has been given.

Section 5. Presentation of Grievances.

Step One. All grievances shall be presented to the Provost, in writing, within twenty (20) days of the act, omission, or commencement of the condition on which the grievance is based, or after the date on which the member knew or reasonably should have known of such act, omission, or condition if that date is later. In no event, however, shall grievances be presented more than 120 days after the act, omission, or commencement of the condition on which the grievance is based.

The grievance shall be presented on the grievance form (Appendix B) and shall set forth the act, omission, or condition on which the grievance is based, the date thereof, the specific provision of this Agreement which is in dispute, and the remedy sought. The Provost shall promptly identify the subordinate administrator with whom informal resolution of the grievance shall be sought.

Fifteen (15) days shall be allowed for informal resolution of the grievance. Upon the grievant's written request, fifteen (15) day extensions of the time allowed for informal resolution will be granted unless to do so would impede resolution of the grievance. Within five (5) days of the expiration of the period allowed for informal resolution, or within five (5) days of an unsatisfactory decision at the informal level if that date is earlier, the grievant may file a written request for review (Appendix C). The Provost or designee shall meet with the grievant within five (5) days of receipt of the request for review and shall send a decision in writing to the grievant and the Union within ten (10) days of such meeting.

If the matter being grieved relates to an act or omission by a dean, the Provost (or persons in positions at a similar level), or the President, the grievance may be filed at Step Two, but in the manner provided at this step.

Step Two. If the grievant is not satisfied with the decision at Step One, a request for review (Appendix C) may be filed with the President within ten (10) days of the date of the decision at Step One. The President or designee shall meet with the grievant and representatives within five (5) days of the receipt of the request for review and shall send a decision in writing to the grievant and the Union within fifteen (15) days of such meeting.

If the Union believes that a provision of this Agreement which confers rights upon it has been violated, misinterpreted or improperly applied, or if the College believes the Union has violated, misinterpreted or improperly applied a provision of this Agreement, the complaining party may file with the organizational presiding officer of the other a written complaint in the form described in Section 1 above. Such complaint must be filed within thirty (30) days of the date of the alleged act or omission.

In the manner provided in Article 4 (Consultation), the parties shall meet to attempt to resolve the matter. If resolution is reached, the conditions and remedy will be reduced to writing and signed by the parties within five (5) days of such violation.

If the complaint is not resolved, the complaining party may give to the other notice of intent to arbitrate within the time limits provided in Article 16 (Arbitration) except that, in consideration of the agreement to use arbitration as the sole method of deciding unresolved disputes originally filed under the provisions of paragraph two et.seq. of this step, the parties hereby waive their respective rights to have such matters resolved by the Employment Relations Board as provided by ORS 243.672(1)(g) and 243.672(2)(d); further excepting, that disputes relating to definition of the bargaining unit shall be resolved by the Employment Relations Board and not by arbitration.

Step Three. If the decision at Step Two, except a decision arrived at under the provisions of paragraph two et.seq. of Step Two, is not satisfactory to the grievant, with the approval of the Union, a request for review (Appendix C) may be filed with the Chancellor within ten (10) days of the date of the decision at Step Two; or, with the approval of the Union, the grievant may give written notice of intent to proceed to arbitration (Appendix D) within twenty (20) days of the date of the decision at Step Two. If a request for review is filed with the Chancellor, the right to arbitrate the grievance is thereby waived. The Chancellor or a designee shall meet with the grievant in Monmouth, Oregon or

other mutually agreeable place within ten (10) days of receipt of a request for review and shall send a decision in writing to the grievant and the Union within ten (10) days of such meeting.

Section 6. Nothing in this Article or Agreement is to be interpreted as denial of the right to grieve or seek arbitration of alleged failure to follow prescribed procedures in evaluation and in recommendations for promotion, tenure, and merit salary increases.

Article 16. ARBITRATION

Section 1. Notice of intent to arbitrate an unresolved grievance (Appendix D) must be filed with the President of the College within twenty (20) days of the decision rendered under the provisions of paragraph one of Step Two. Notice of intent to arbitrate disputes not resolved in the manner provided in Article 4 (Consultation) must be served on the opposing party within twenty (20) days of the last consultation meeting at which the issue was discussed.

Section 2. Within ten (10) days of receipt of notice of intent to arbitrate, the parties shall meet to attempt to agree upon an arbitrator. If the parties are unable to agree upon an arbitrator within five (5) day of the meeting, the party initiating arbitration shall request the Employment Relations Board to submit a list of five (5) arbitrators, none of whom shall be an employe of the Oregon State System of Higher Education unless both parties have agreed to the contrary. Each party shall alternately strike a total of two (2) names from the list of five (5); the remaining person shall be selected as the arbitrator.

The party initiating arbitration shall strike the first name.

If the arbitrator selected cannot hold the hearing or render a decision within the time limits provided herein and either party does not agree to an extension of time, the selection procedure as provided herein shall be repeated using the remaining names on the Arbitration Panel or a new list from the Employment Relations Board, as appropriate.

Section 3. Submission Agreement. As soon as practicable after the notice of intent to arbitrate has been filed, the parties shall meet to draft a submission agreement. They shall attempt to agree on the precise issue to be submitted to arbitration, stipulation of facts, joint exhibits, and any other matter designed to expedite the arbitration process.

If the parties are unable to agree on the precise issue to be submitted, each party shall submit its own version of the issue to be decided. The arbitrator shall then decide the precise issue to be arbitrated. Such decision shall be made prior to determining arbitrability.

Section 4. Conduct of the Hearing. The arbitrator shall hold the hearing in Monmouth, Oregon unless otherwise agreed by the parties. The hearing shall commence within fifteen (15) days of the arbitrator's acceptance of the case, unless both parties agree to an extension of time.

If the arbitrator or either party requests that post-hearing briefs be submitted, the arbitrator shall establish a date for the submission of such briefs and the hearing will be deemed to have been closed by such date.

Section 5. Arbitrability. In any proceeding under this Article for which there is a submission agreement, the first matter to be decided is the arbitrator's jurisdiction to act. In the absence of a submission agreement, the arbitrator shall first decide the issue to be arbitrated as provided in Section 4 of this Article; then the arbitrator's jurisdiction shall be decided. If arbitrability is in dispute between the parties, the arbitrator shall hear the parties on the question before deciding the matter of arbitrability, which shall be announced. Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at that time, provided that either party may seek judicial review of the arbitrator's decision as to jurisdiction and have the hearing on the merits delayed until such review is completed.

Upon concluding that the arbitrator has no power to act, the arbitrator shall not hear the matter or make any decision or recommendation regarding the merits of the issue.

Section 6. Authority of the Arbitrator. The arbitrator shall neither add to, subtract from, modify or alter the terms or provisions of this Agreement. The arbitrator shall refrain from issuing any statement, opinion, or conclusions not essential to determination of the issue submitted.

The arbitrator shall have no authority to hear or decide issues or grievances which relate to allegations of discrimination on a basis prohibited by state or federal law, regulation or rule, except that concerning union activity, or matters defined as "complaints" in Article 15 (Grievances).

Except as otherwise provided in this section, the arbitrator shall have no authority to hear or decide any issue or grievance related to matters involving "academic judgment" as defined in Section 3, Article 15 (Grievance). In cases involving the exercise of discretion, the arbitrator shall not substitute personal judgment for that of the faculty or the administrator. Nor shall the arbitrator review such decision except for the purpose of determining whether the procedural steps provided in this agreement have been followed. If the arbitrator determines that procedural steps have not been followed where an exercise of "academic judgment" or administrative discretion is involved, the arbitrator shall direct that the matter be reconsidered by the appropriate official in accordance with relevant procedural steps. In no case may the arbitrator direct that a member be reappointed, promoted, or awarded indefinite tenure. The arbitrator, however, may direct that the status quo ante be maintained until a judgment is made having properly followed appropriate procedural steps.

The arbitrator shall have no authority to award monetary damages or penalties, but may award back pay to accompany an order of reinstatement.

The arbitrator shall have no authority to make any decision limiting or interfering in any way with the powers, duties, and responsibilities of the College and the Board which have not been expressly limited by this Agreement.

Section 7. Arbitrator's Decision. The arbitrator derives authority wholly and exclusively from the express terms of this Agreement. The decision of the arbitrator shall be final and binding upon the parties as to the issues submitted, provided that either party may appeal the decision on the basis of repugnance to law, jurisdiction, or that the arbitrator exceeded authority granted by this Agreement.

The decision of the arbitrator shall be issued within thirty (30) calendar days of the close of the hearing unless the parties have agreed to additional time.

The decision of the arbitrator shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issue submitted and which shall include a clear statement as to the prevailing party.

Section 8. Costs. All fees and expenses of the arbitrator shall be borne by the party not prevailing in the arbitration. Where an award clearly finds each party culpable, costs will be shared equally.

Each party shall bear the cost of preparing and presenting its own case. Expenses of witnesses, if any, shall be borne by the party calling the witness. The cost of any transcripts required by the arbitrator shall be divided equally between the parties and each party shall be furnished a copy thereof. If either party wishes a transcript of the hearing, it may have one made at its own expense, but shall provide the arbitrator and the other party a copy at no charge.

Section 9. Miscellaneous Provisions. Except as modified by the provisions of this Agreement, arbitration proceedings shall be conducted in accordance with the then prevailing Voluntary Labor Arbitration Rules of the American Arbitration Association or, if the parties agree, in accordance with the Associations' Expedited Arbitration Rules.

Section 10. Precedent. No complaint informally resolved or grievance resolved at any stage shall constitute a precedent for any purpose, unless agreed to in writing by the Board and Federation or representative.

Article 17. LAYOFF

Section 1. It is understood that in a viable and complex college offering an array of professional programs, it may be necessary to adjust staff and programs. Historically, these adjustments have been accomplished by attrition and by not renewing appointments in specific programs, units, or departments. The provisions of this Article and accompanying procedures do not apply to this historical practice.

The modification of programs generated solely by changes in curricula or in the educational programs or mission of the College are accomplished through usual curricular mechanisms and the provisions of this Article likewise do not apply.

Section 2. Layoff will take place only after the College finds that one of the following bona fide conditions exists or is imminent:

1. demonstrable financial exigency;
2. program or discipline curtailment;
3. declining enrollment in a department or program;
4. necessity to reallocate funds to avoid a serious distortion of essential programs and services.

The magnitude of the layoff shall be commensurate with the condition necessitating such layoff.

Section 3. After a declaration is made that one of the conditions described in Section 2 exists or is imminent, a provisional plan will be presented to the Senate. The provisional plan will include proposed assignments of reductions to departments and programs and the time by which the Senate is to respond. The Senate will be invited to comment on the curriculum impact of the provisional plan and to suggest alternatives for amelioration of the financial condition. The President will consider the comments and recommendations made by the Senate within the time limit provided before announcing a final plan. After completing these procedures, the President will announce a final plan and departments or units will be notified of the amounts and nature of reduction to be applied.

Section 4. The factors to be considered in any layoff determination shall be considered sequentially. Should consideration of any factor in sequence result in identification of a candidate for layoff, the remaining factor(s) need not be considered.

The first factor to be used in determining which faculty members are to be laid off shall be the needs of the program or department, including the need to preserve various areas of academic specialization and the College will consider its affirmative action program and goals. Each department faculty shall provide recommendations to the Chairperson concerning areas to be preserved in protecting the academic integrity of the programs offered by the department as they relate to the Division, School and College. If the Chairperson does not agree with the department's faculty recommendations he/she shall met with the department faculty to discuss the recommendations.

The second factor shall be the kind of appointment: fixed term appointments shall be laid off before annual tenure and indefinite tenure appointments, annual tenure appointments shall be laid off before indefinite tenure appointments.

The third factor shall be seniority; when the needs of the department or program/division can be met by two or more members whose qualifications are substantially equal and whose performance are substantially equal, as revealed by performance evaluations (Article 8, Evaluations), members with the fewest number of quarters of continuous service shall be laid off first. The number of quarters of service to the department or program shall be calculated as described in Section 5 below.

Section 5. Before the length of service to the department, discipline, or program is determined, all faculty who have transferred into a department or program where a layoff is to occur will have time in their former department or program included in the calculation. When two members being considered for layoff have the same length of service, the individual first appointed to the department or program shall have seniority. The date of appointment shall be taken as the date of the letter which first appointed the individual as a member of the department or program. Upon request by the Union, the College agrees to provide the Union with a list containing the date of original appointment to the department, discipline, or program.

Section 6. If a tenured faculty member is laid off under the provisions of this

Article, the College will endeavor to find suitable alternative employment within the institution or, if such is not found, shall make reasonable efforts to assist the member in finding suitable employment elsewhere.

Section 7. If a position becomes vacant in the program or department from which a member has been laid off and the position is to be filled, a member who is fully qualified to fill the vacant position shall be offered reemployment by certified mail. Offers of reinstatement shall be made in inverse order of layoff. The faculty member will have thirty (30) days from the date the offer is sent in which to accept the offer. If no acceptance is received in writing within the thirty (30) day period, the faculty member will be deemed to have declined the offer and the institution will thereafter have no further obligation to the member. It is the responsibilty of the faculty member to keep the institution apprised of current mailing address. When circumstances warrant, the College and the Union may agree to shorten or waive the thirty (30) day period required by this section.

Faculty recalled from layoff will be credited with their original date of appointment, less the layoff period, for purposes of determining years of service, and will be reinstated with all rights and privileges accumulated prior to layoff unless such rights or privileges have been impaired by actions of the member while laid off.

Persons who have not been reemployed as of June 15 of the year following two full academic years after layoff shall be deemed to have been given timely notice and their employment will have been terminated as of that June 15 date.

Section 8. Members on layoff status will be treated as if on leave without pay for purposes of eligibility for enrolling at any institution of the Oregon State System of Higher Education at the staff fee.

Article 18. SALARY

Section 1. Employes Retirement. For work performed on and after July 1, 1985, WOSC shall continue to pay on behalf of members then participating in the Public Employe Retirement System the statutorily required employe contribution (ORS 237.071), including the amount required under ORS 237.073 if the TIAA-CREF option has been elected. Such payments on behalf of members shall continue for the life of this agreement or until such earlier time as a member may cease to be a participating member of PERS.

The full amount of members' required contributions paid by WOSC to PERS on behalf of members shall be considered as "salary" within the meaning of ORS 237.003(8) for the purpose of computing "final average salary" within the meaning of ORS 237.003(12), but shall not be considered "salary" for the purposes of determining the amount of employe contributions required to be contributed pursuant to ORS 237.071. The contributions paid by the College on behalf of members shall be credited to employe accounts pursuant to ORS 237.071(2), and ORS 237.073 if applicable, and shall be considered to be employe contributions for the purposes of ORS 237.001 to 237.320.

Section 2. Promotion. The College will allocate in 1985-86 and 1986-87 a sum sufficient to give each member promoted in academic rank a promotion increase of $500.

Section 3. Individual Salary Base. The salary base for determining the salary increase for faculty members currently employed shall be the faculty member's preceding contract.

Section 4. Across the Board Adjustments.

A. 1985-86 - The across the board salary adjustment for faculty members performing satisfactory work shall be five percent (5%) for the 1985-86 academic year.

B. 1986-87 - The across-the-board salary adjustment for faculty member's performing satisfactory work shall be three percent (3%) for the 1986-87 academic year.

- The across the board salary adjustment for faculty members performing satisfactory work shall be two percent (2%) on May 1, 1987.

Section 5. Merit Adjustment. A merit adjustment pool of $48,156.16 for 1985-86 and of $120,217 for 1986-87 shall be allocated for salary adjustments to recognize superior individual performance. Merit salary adjustments shall be in addition to other salary adjustments provided in this agreement. Merit adjustments are adjustments to the individual salary base. The total dollars allocated in this section will be awarded for merit adjustments during the duration of this agreement.

Section 6. Market Adjustments. A market adjustment pool of not less than $10,637 for 1985-86 shall be made available to provide salary base adjustments to faculty in academic disciplines that have been significantly affected by other public campuses, private business and governmental agencies job markets that have made competitive recruiting and/or faculty retention difficult. This market adjustment amount shall be apportioned among those academic disciplines of the campus deemed appropriate by the administration.

Section 7. Salary Anomalies. A salary anomalies pool of $31,048 for 1985-86 shall be made available to correct present and/or potential salary anomalies which might result in possible prohibited discrimination. The salary anomalies amount shall be apportioned among those faculty deemed appropriate by the administration. The total dollars allocated in this section will be awarded for salary anomalies during the 1985-86 academic year. The College will provide a list to the Federation of those faculty receiving anomaly adjustments and the amount of each adjustment.

## Article 19. HEALTH AND DENTAL INSURANCE

Section 1. The College will increase its current contribution up to 6% per month toward the premium of any health insurance plan offered by the State Employes Benefits Board in which members enroll, including coverage for dependents. The increase will be effective on the first of the month following the execution of this Agreement. The College will increase the 1985-86 contribution premium the same amount as other similar state employes under SEBB for the second year of the agreement.

Section 2. The College will increase its current contribution up to 6% per

month toward the premium of any dental insurance plan offered by the State Employes Benefits Board in which members enroll. The increase will be effective on the first of the month following the execution of this Agreement. The College will increase the 1985-86 contribution premium the same amount as other similar state employes under SEBB for the second year of the agreement.

Article 20. OUTSIDE EMPLOYMENT

Section 1. A member shall engage only in that outside employment which does not substantially interfere with the full and faithful performance of all institutional obligations.

Section 2. A full-time member who proposes to engage in outside professional employment shall notify the Department Chair in advance and in writing concerning the nature and extent of the activity proposed. The College reserves the right to determine whether the proposed activity is directly competitive with any of its academic programs and if so determined, to disapprove the proposed activity. Private individual instruction and tutoring is not construed as competitive employment.

Section 3. Except for incidental use of one's office and telephone, a member engaging in any outside employment shall not use the offices, telephones, facilities, equipment, supplies, or other services of the College in connection with such outside employment.

Article 21. NOTICES AND COMMUNICATION

Customary or required notices or communications, unless otherwise provided herein, shall be sent as follows:

for the Union:

President
Western Oregon State College Federation
of Teachers
Western Oregon State College
Monmouth, Oregon 97361

for the College:

President
Western Oregon State College
Monmouth, Oregon 97361

for the Board of Higher Education:

Chancellor
Oregon State Board of Higher Education
Post Office Box 3175
Eugene, Oregon 97403

Article 22. MISCELLANEOUS PROVISIONS

Section 1. The College agrees to reproduce copies of this Agreement at its expense within thirty (30) days after the Agreement is signed and to provide a copy to each member then or thereafter employed.

Section 2. Except as otherwise herein provided, the College agrees to continue its past practices with respect to leave without pay, insurance and other fringe benefits which are under the control of the College for the term of this Agreement.

Section 3. Members meeting the eligibility rules for sabbatical leave provided for in OAR 580-21-205 will be considered for sabbatical leave as follows:

1. Members employed on an academic year basis are eligible for one of the following types of leave:

   a. One academic year (three terms) on 60% salary during the period of the sabbatical leave;

   b. Two-thirds of an academic year (two terms) on 75% salary during the period of the sabbatical Leave;

   c. One-third of an academic year (one term) on 85% salary during the period of the sabbatical leave:

2. Members employed on a fiscal year basis are eligible for one of the following types of leave:

   a. One year (12 months) on 60% salary during the period of the sabbatical leave;

   b. Two-thirds of a year (eight months) on 75% salary during the period of the sabbatical leave;

   c. One-third of a year (four months) on 85% salary during the period of the sabbatical leave.

Article 23. SEVERABILITY

Notwithstanding the provisions of ORS 243.702(1), it is the expressed intent of the parties that if any provision of this Agreement or addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal, the remaining provisions of this Agreement and addenda shall not be invalidated thereby. All provisions not held or declared to be invalid shall remain in full force and effect. Upon the request of either party, both parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such invalidated provision.

Article 24. TOTALITY OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, the College and the Union had the unlimited right and opportunity,

consistent with previously adopted groundrules, to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining; that all understandings and agreements negotiated are set forth in this Agreement; and that this Agreement constitutes the entire and sole agreement between the parties for its duration.

Each party, for the lifetime of this Agreement, agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

Nothing in this Article precludes mutual agreement of the parties to alter, amend, supplement, or otherwise modify in writing any of the provisions of this Agreement. In the event the parties meet to modify this Agreement as provided in this paragraph, student representatives shall be sent timely notice of the meeting and shall be entitled to participate in the manner provided by ORS 243.778.

## Article 25. NEGOTIATION OF SUCCESSOR AGREEMENT

For the purpose of negotiating a successor agreement, the Union will send written notice to the College 120 days prior to the expiration of this Agreement specifying those new subjects or sections of this Agreement it proposes to negotiate. The College shall send written notice to the Union 105 days prior to the expiration of this Agreement specifying those new subjects or sections of this Agreement it proposes to negotiate. Those sections of this Agreement not opened by said notices or by subsequent mutual agreement shall automatically become a part of any successor agreement. Negotiation of the successor agreement shall begin no later than 90 days prior to the expiration of this Agreement or such date thereafter as may be mutually agreed upon by the parties.

Article 26. DURATION OF AGREEMENT

This Agreement shall be effective from the date of the signatures hereinbelow through June 30, 1987.

FOR THE COLLEGE:

Richard S. Meyers, President

Bill F. Cowart

William D. Neifert

Beverly H. Herzog

Rod L. Wynn

Joe Sicotte
Chief Negotiator

FOR THE UNION:

A. Laurence Lyon, President

Gloria J. McFadden

Dennis J. Fahey

Marion D. Schrock

Joe A. Soldati

James W. Gallagher
Chief Negotiator

The State of Oregon acting by and through the
State Board of Higher Education
on behalf of Western Oregon State College

W. T. Lemman, Executive Vice Chancellor

Date 10-18-85

**APPENDIX A**

WESTERN OREGON STATE COLLEGE FEDERATION OF TEACHERS

Local 2278 AFT, AFL-CIO

Authorization for Dues Deduction from Salary

_____
Social Security Number

_____ _____ _____
Last Name (Please Print) First Name Middle Name

Pursuant to ORS 292.055 and until further notice from me in writing delivered to the College payroll office, I hereby authorize the Disbursing Officer, Oregon Department of Higher Education, to deduct from my monthly paycheck in the customary manner the regular membership dues for the Federation as established and certified by the Federation.

_____ _____
Date Signed Signature

_____
Department

APPENDIX B

GRIEVANCE

Name:

Department:

Mailing address for matters relating to this grievance if other than Department:

Provision(s) of Agreement alleged to have been violated:

Article _____ Section _____

Article _____ Section _____

Article _____ Section _____

Statement of grievance (include date of acts or omissions complained of):

Remedy sought:

I will be represented in this grievance by:

_____ Myself _____ OFT _____ Legal Counsel

Grievant's signature _____

Date _____

## APPENDIX C

### GRIEVANCE - REQUEST FOR REVIEW

_____ My grievance dated _____ filed with the Provost has not been resolved satisfactorily and I wish to proceed with the formal grievance procedure at Step One.

_____ The attached decision* of the Provost does not resolve satisfactorily my grievance dated _____ and I wish the decision to be reviewed at Step Two.

_____ The attached decision* of the President does not resolve satisfactorily my grievance dated _____ and I wish to have the decision reviewed by the Chancellor at Step Three. I acknowledge that in asking for review by the Chancellor I am waiving any right to arbitrate the grievance.

* If no decision was received within the time limits provided in the grievance procedure, please check here _____.

Grievant's signature _____

Date _____

APPENDIX D

NOTICE OF INTENT TO ARBITRATE

The Western Oregon State College Federation of Teachers hereby gives notice of its intent to proceed to arbitration concerning the grievance of _____ dated _____, which was not resolved satisfactorily at Step Two of the grievance procedure.

The following statement of the issue to be presented for arbitration is proposed:

_____ _____

Authorized Representative, WOSC Federation of Teachers — Date

I hereby authorize the WOSC Federation of Teachers to proceed to arbitration with my grievance. I understand and agree that by filing this notice I hereby waive any rights concerning review or appeal of the decisions as Steps One and Two of the grievance procedure by the Chancellor, the Board of Higher Education, or judicial review as a contested case under the Administrative Procedures Act (ORS Chapter 183). I hereby authorize the Federation and the College, or its representatives, to use copies of material in my personnel file which are pertinent to this grievance and to furnish copies of the same to the arbitrator.

_____ _____

Grievant's signature — Date